

PARLATO DECLARATION EXHIBIT B



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Corporate Trust Services

EP-MN-WS3D

60 Livingston Avenue

St. Paul, MN 55107-2292

October 15, 2010

EquiFirst Corporation

13000 S. Tryon Street, Suite FPMB317

Charlotte, NC 28278

Attention: Mike McCardle

Re: MASTR Asset Backed Securities Trust 2006-HE3 (the "Transaction") --
Loans Subject to Repurchase by WMC Mortgage Corp. ("Originator") Under Pooling and
Servicing Agreement dated as of August 1, 2006, (the "PSA") and Amended and
Restated Master Seller's Purchase, Warranties and Interim Servicing Agreement dated
as of May 1, 2006 ("Purchase Agreement")-- Mortgage Loans Described on Schedule I
hereto (the "Subject Loans")

To Whom It May Concern:

U.S. Bank National Association, as Trustee (the "Trustee") for holders of securities
issued pursuant to the above-referenced Transaction, hereby notifies Originator of its
obligations under Section 2.03 of the PSA and Section 3.02 of the Purchase Agreement to cure
or substitute the Subject Loans held in the Transaction collateral pool, based upon breach of
representations or warranties, as identified in the attached correspondence under the Purchase
Agreement provisions identified for each such loan on Schedule I. Under the Purchase
Agreement 60 days (the "Correction Period") is provided for Originator to cure or substitute new
complying loans for the Subject Loans.

If Originator does not complete the cure or substitution of any Subject Loans prior to the
end of the Correction Period, it shall be legally obligated to repurchase such Subject Loans at
the price required by the Purchase Agreement.

Please contact immediately Josh Grimard at Wells Fargo

josh.s.grimard@wellsfargo.com or 443-367-3908, at the Master Servicer, to make arrangements for the cure or substitution of each Subject Loan.

The password for the enclosed disk is d4On1maW (please note the O is a capital letter and not a zero).

Sincerely,

U.S. Bank National Association,
as Trustee

By 
Its Vice President

Cc: UBS Real Estate Securities Inc.
1285 Avenue of the Americas
New York, New York 10019
Attention: John Lantz

UBS Real Estate Securities Inc. (Schedule I available upon written request to the Trustee)
1285 Avenue of the Americas
New York, New York 10019
Attention: General Counsel

Wells Fargo Bank, N.A. (Schedule I available upon written request to the Trustee)
P.O. Box 98
Columbia, MD 21046
Attention: Client Manager – MASTR 2006-HE3

Wells Fargo Bank, N.A. (Schedule I available upon written request to the Trustee)
9062 Old Annapolis Road
Columbia, MD 21045
Attention: Client Manager – MASTR 2006-HE3

Wells Fargo Bank, N.A. (Schedule I available upon written request to the Trustee)
Sixth Street and Marquette Avenue
Minneapolis, MN 55479
Attention: Client Manager – MASTR 2006-HE3

Schedule I

(Enclosed CD)

Result of 200 Loan Audit for MASTR Asset Backed Securities Trust 2006-HE3

Loan Number	Audit Result	Description of Issue	Originator
325051639	Material Defect	Employment/Income	EquiFirst
325051803	Material Defect	Multiple Issues	EquiFirst
325052348	Material Defect	Multiple Issues	EquiFirst
325052363	Material Defect	Occupancy	EquiFirst
325052447	Material Defect	Multiple Issues	EquiFirst
325052504	Material Defect	Undisclosed Debt	EquiFirst
325052553	Material Defect	Multiple Issues	EquiFirst
325052561	Material Defect	Employment/Income	EquiFirst
325052611	Material Defect	Employment/Income	EquiFirst
325052769	Material Defect	Employment/Income	EquiFirst
325052850	Material Defect	Occupancy	EquiFirst
325052926	Material Defect	Multiple Issues	EquiFirst
325053007	Material Defect	Employment/Income	EquiFirst
325053023	Material Defect	Multiple Issues	EquiFirst
325053049	Material Defect	Employment/Income	EquiFirst
325053098	Material Defect	Multiple Issues	EquiFirst
325053270	Material Defect	Undisclosed Debt	EquiFirst
325053312	Material Defect	Employment/Income	EquiFirst
325053510	Material Defect	Employment/Income	EquiFirst
325053908	Material Defect	Employment/Income	EquiFirst
325054104	Material Defect	Employment/Income	EquiFirst
325054120	Material Defect	Multiple Issues	EquiFirst
325054138	Material Defect	Employment/Income	EquiFirst
325054211	Material Defect	Multiple Issues	EquiFirst
325054468	Material Defect	Employment/Income	EquiFirst
325054542	Material Defect	Employment/Income	EquiFirst
325054567	Material Defect	Multiple Issues	EquiFirst
325054575	Material Defect	Employment/Income	EquiFirst
325054682	Material Defect	Employment/Income	EquiFirst
325054773	Material Defect	Employment/Income	EquiFirst
325054849	Material Defect	Occupancy	EquiFirst
325055242	Material Defect	Multiple Issues	EquiFirst
325055366	Material Defect	Employment/Income	EquiFirst
325055523	Material Defect	Employment/Income	EquiFirst

325055549	Material Defect	Multiple Issues	EquiFirst
325055580	Material Defect	Multiple Issues	EquiFirst
325055630	Material Defect	Employment/Income	EquiFirst
325055770	Material Defect	Employment/Income	EquiFirst
325055846	Material Defect	Employment/Income	EquiFirst
325055861	Material Defect	Multiple Issues	EquiFirst
325055929	Material Defect	Employment/Income	EquiFirst
325056059	Material Defect	Employment/Income	EquiFirst
325056125	Material Defect	Asset Shortage	EquiFirst
325056158	Material Defect	Multiple Issues	EquiFirst
325056174	Material Defect	Multiple Issues	EquiFirst
325056315	Material Defect	Undisclosed Debt	EquiFirst
325056414	Material Defect	Multiple Issues	EquiFirst
325056448	Material Defect	Multiple Issues	EquiFirst
325056604	Material Defect	Multiple Issues	EquiFirst
325056612	Material Defect	Occupancy	EquiFirst
325056653	Material Defect	Occupancy	EquiFirst
325056648	Non Material		EquiFirst
325055622	Non Material		EquiFirst
325055465	Non Material		EquiFirst
325055184	Non Material		EquiFirst
325054500	Non Material		EquiFirst
325054146	Non Material		EquiFirst
325054054	Non Material		EquiFirst
325053999	Non Material		EquiFirst
325053114	Non Material		EquiFirst
325052959	Non Material		EquiFirst
325052900	Non Material		EquiFirst
325052819	Non Material		EquiFirst
325052793	Non Material		EquiFirst
325052694	Non Material		EquiFirst
325052520	Non Material		EquiFirst
325051852	Non Material		EquiFirst
325051787	Non Material		EquiFirst
325051704	Non Material		EquiFirst

Total Loans:	69
Total Material Issues:	51



November 30, 2010

UBS Real Estate Securities Inc
1285 Avenue of the Americas
New York, NY 10019

Attn: John Lantz
RE: US Bank Cure Notice Dated October 15, 2010

Dear Mr. Lantz,

This request to cure notice was submitted by US Bank to EquiFirst on 10/15/10 and includes a pool of 51 loans. The loans are summarized in the 1st attachment labeled MASTR Asset Backed Securities Trust 2006_HE3 with a more detailed analysis provided in the attachment labeled 10_10 UBS Repurchase Pool.

First, we would respectfully request loan for Chambers (0325056604) be removed from the request since US Bank confirmed the loan is paid in full.

Second, all remaining loans are being rebutted based on the following argument: EquiFirst has reviewed the referenced request that we repurchase certain loans originated by EquiFirst. After reviewing the situation, we do not believe that your request provides sufficient grounds to demand repurchase under the terms of the applicable MLPA. Furthermore, based upon market conditions it does not appear that these requests were made in a manner that otherwise would permit us to timely or sufficiently mitigate any potential loss to EquiFirst. Based upon these factors, we are denying the request for repurchase.

Please review the enclosed documents and let me know if you have any questions.

Sincerely,

Mike McCardle
EquiFirst Corporation
Asset Quality/Repurchase Specialist
Phone: 803-431-3068
Email: mike.mccardle@barclayscapital.com



**Corporate Trust
Services**

60 Livingston Avenue
St. Paul, MN 55107

February 2, 2011

EquiFirst Corporation
13000 S. Tryon Street, Suite FPMB317
Charlotte, NC 28278
Attention: Renee Parlato

Re: MASTR Asset Backed Securities Trust 2006-HE3 (the "Transaction") --
Loans Subject to Repurchase by EquiFirst Corporation ("Originator") Under Pooling and
Servicing Agreement dated as of August 1, 2006, (the "PSA") and Amended and Restated
Master Seller's Purchase, Warranties and Interim Servicing Agreement dated as of May 1, 2006
("Purchase Agreement") - Mortgage Loans Described on Schedule I hereto (the "Subject
Loans")

To Ms Parlato:

U.S. Bank National Association, as Trustee (the "Trustee") for holders of securities
issued pursuant to the above-referenced Transaction, by letter dated October 15, 2010 and
January 14, 2011, previously notified Originator, after the Trustee received notice from the
Securities Administrator, of the Originators obligations under the Agreement to cure or
substitute mortgage loans identified on Schedule I hereto (the "Subject Loans") which are held
in the Transaction collateral pool, based upon breach of representations or warranties,
documentation defects and/or early period payment defaults related to such Subject Loans.
Under the Agreement a specified period of 60 days (the "Correction Period") is provided for
Originator to cure or substitute new complying loans for the Subject Loans.

Originator has requested the Trustee to provide an additional copy of the supporting
documentation previously sent on October 15, 2010 regarding the Subject Loans which is
hereby enclosed. The password to open the disk has been sent to you via e-mail.

Pursuant to the Agreement, the Trustee hereby demands that Originator repurchase each of the Subject Loans as required by the Agreement and at the price (the "Purchase Price") for each such loan specified on Schedule I.

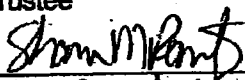
You are directed to contact immediately Josh Grimard at Wells Fargo josh.s.grimard@wellsfargo.com or 443-367-3908, at the Master Servicer, to make arrangements for the deposit of the Purchase Price for each Subject Loan into the Collection Account and Bradley Johnson at Wells Fargo Bradley.D.Johnson@wellsfargo.com or 612-667-4259 at the Custodian to arrange for transfer of the Subject Loans upon Servicer receipt of the Purchase Price. Failure to complete repurchase of Subject Loans will create legal remedies enforceable against Originator for collection of the Purchase Price and other damages.

If Originator is currently a debtor in a proceeding commenced under the United States Bankruptcy Code, the above notice, demand and direction regarding Originator's repurchase of Subject Loans are not intended to be made in contravention of any related bankruptcy stay, and are hereby rescinded and this letter is for informational purposes only.

Sincerely,

U.S. Bank National Association,
as Trustee

By


Its Vice President

Schedule I: Loan Numbers

325051639	325054211	325056414
325051803	325054468	325056448
325052348	325054542	325056604
325052363	325054567	325056612
325052447	325054575	325056653
325052504	325054682	325055648
325052553	325054773	325055622
325052561	325054849	325055465
325052611	325055242	325055184
325052769	325055366	325054500
325052850	325055523	325054146
325052926	325055549	325054054
325053007	325055580	325053999
325053023	325055630	325053114
325053049	325055770	325052959
325053098	325055846	325052900
325053270	325055861	325052819
325053312	325055929	325052793
325053510	325056059	325052694
325053908	325056125	325052520
325054104	325056158	325051852
325054120	325056174	325051787
325054138	325056315	325051704



February 17, 2011

Shannon Rantz
U.S Bank National Association as Trustee
60 Livingston Ave
St. Paul, MN 55107

RE: US Bank Cure Notice Dated October 15, 2010

Dear Ms. Rantz,

This request to cure notice was submitted by US Bank to Equifirst on 10/15/10 and includes a pool of 51 loans. The loans are summarized in the 1st attachment labeled MASTR Asset Backed Securities Trust 2006_HE3 with a more detailed analysis provided in the attachment labeled 10_10 UBS Repurchase Pool.

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Second, all remaining loans are being rebutted based on the following argument: EquiFirst has reviewed the referenced request that we repurchase certain loans originated by EquiFirst. After reviewing the situation, we do not believe that your request provides sufficient grounds to demand repurchase under the terms of the applicable MLPA. Furthermore, based upon market conditions it does not appear that these requests were made in a manner that otherwise would permit us to timely or sufficiently mitigate any potential loss to EquiFirst. Based upon these factors, we are denying the request for repurchase.

Please feel free to contact me if you have any questions at renee.parlato@barclayscapital.com.

Sincerely,

Renee Parlato
EquiFirst Corporation
Regulatory Compliance Manager

Cc: UBS Real Estate Securities Inc.
1285 Avenue of the Americas
New York, NY 10019
Attn: John Lantz

UBS Real Estate Securities Inc.
1285 Avenue of the Americas
New York, NY 10019
Attn: General Counsel

Wells Fargo Bank, N.A.
P.O. Box 98
Columbia, MD 21046
Attn: Client Manager – MASTR 2006-HE3

**Wells Fargo Bank, N.A.
9062 Old Annapolis Road
Columbia MD 21045
Attn: Client Manager – MASTR 2006-HE3**

**Wells Fargo Bank, N.A. Sixth Street and Marquette Avenue
Minneapolis, MN 55479
Attn: Client Manager – MASTR 2006-HE3**